



### SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Adeline Day, with reference to the following facts:

1. At all times mentioned herein, Adeline Day operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 851 South 140th Avenue, Osborne, KS 67473.
2. APHIS has documented evidence of Adeline Day's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Adeline Day's failure to provide adequate veterinary care to her dogs, to make, keep, and maintain records of her dogs, and to ensure housing facilities for her dogs were structurally sound, in good repair, free of sharp points or edges, and contained dogs securely, as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 2.75, 3.1, and 3.6).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Adeline Day have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Adeline Day admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.
6. Adeline Day consents and agrees to the following:



- a. Adeline Day agrees to sell, donate, and/or transfer ownership and possession of any dogs on her premises, regardless of ownership, within twelve (12) weeks from the date Adeline Day signs this Settlement Agreement.
- b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Adeline Day holds at the time Adeline Day signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.
- c. Animal Care will, upon written request, grant an exemption for Adeline Day to retain a reasonable number of dogs that are maintained for her own personal use and enjoyment, provided that the laws of the jurisdiction where Adeline Day lives allow her to keep the animals.
- d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Adeline Day's facility to determine her existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Adeline Day's facility within twelve (12) weeks from the date Adeline Day signs this Settlement Agreement to verify compliance with paragraph (a) above. Adeline Day shall not unreasonably withhold her consent to a time and date for Animal Care to conduct the inventories. Adeline Day shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Adeline Day signs this Settlement Agreement.
- e. As of the date Adeline Day signs this Settlement Agreement, AWA license 48-A-1948 is hereby revoked.
- f. Adeline Day and any partnerships, firms, corporations or other legal entities that she controls or in which she has a substantial interest, financial or



otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 851 South 140th Avenue, Osborne, KS 67473.

7. Adeline Day consents and agrees that her failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Adeline Day based upon the non-compliant items documented at 851 South 140th Avenue, Osborne, KS 67473, in connection with animal welfare investigation KS120002-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Adeline Day's agreements and actions described in paragraph 6 above, and the promises and admissions of Adeline Day set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Adeline Day in connection with the alleged AWA violations documented in animal welfare investigation KS120002-AC.

APHIS and Adeline Day warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.

Adeline Day

Signature: \_\_\_\_\_

Date: 2-14-13

U.S. DEPARTMENT OF AGRICUTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature: \_\_\_\_\_

Robert J. H

Date: 2/28/2013



United States Department of Agriculture  
Animal and Plant Health Inspection Service  
Investigative and Enforcement Services

Reference Number: KS120002-AC  
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*Acting* ~~Director~~

Investigative and Enforcement Services  
Animal and Plant Health Inspection Service  
United States Department of Agriculture